

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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CHANEL, INC.,

Plaintiff,

18 Civ. 2253 (LLS)

-against-

ORDER

WHAT COMES AROUND GOES AROUND LLC
d/b/a WHAT GOES AROUND COMES AROUND, et al.,

Defendants.

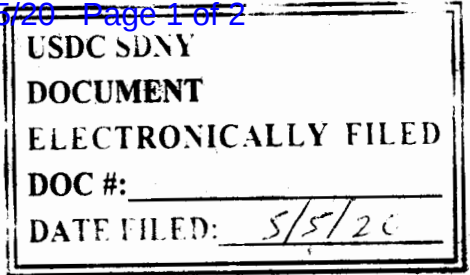
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The discovery issues and arguments in counsels' letter-briefs dated March 27 (plaintiff), April 29 (defendants), April 30 (plaintiff) and May 1, 2020 (with Rago declaration) (defendants) concerning plaintiff's discovery requests and production demands of defendants' methods and sources of acquiring and marketing second-hand Chanel items are disposed of as follows.

The parties' conduct with respect to Chanel's inquiries in that connection shall observe this protocol:

1. Chanel specifies (with such particularity and detail as to make it identifiable by WGACA) each instance of an offer or sale by WGACA of an item which Chanel plausibly claims is or was (a) not a genuine Chanel item (although marketed by WGACA as genuine), or (b) so repaired, reconditioned or altered as to have lost its identity as a genuine Chanel item, or (c) acquired by WGACA under circumstances which do not qualify as a First sale under that doctrine, or (d) mislabeled or falsely advertised by WGACA.

2. WGACA shall promptly produce or otherwise disclose to Chanel all documents, witness statements and arguments that it proposes to use or refer to at trial with respect to that instance. WGACA shall not at trial, or on any motion for final relief made before trial, refer to or submit any evidence relevant to that instance which it has not previously and timely responsively



produced to Chanel.

So Ordered.

Dated: New York, New York
May 5, 2020



LOUIS L. STANTON
U.S.D.J.